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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

FLEMMING KRISTENSEN,

Plaintiff,

v.

CREDIT PAYMENT SERVICES INC., *et al.*,

Defendants.

Case No. 2:12-CV-00528-APG (PAL)

**DECLARATION OF JODI VICKERY  
IN SUPPORT OF DEFENDANT  
PIONEER SERVICES' FIRST FED. R.  
CIV. P. 56 MOTION FOR SUMMARY  
JUDGMENT ON PLAINTIFF'S CLAIM  
FOR RELIEF**

**Decl. of Jodi Vickery**

**Case No. 12-cv-00528-APG (PAL)**

1 I, JODI VICKERY, pursuant to 28 U.S.C. § 1746, declare as follows:

2 1. I am an adult over the age of 18 and a resident of the State of Kansas. I am Chief  
3 Administrative Officer at the Consumer Banking Division of MidCountry Bank in Kansas City,  
4 Missouri. I base this declaration on my personal knowledge and on due investigation.

5 2. Pioneer Services provides access to installment loans primarily to active-duty and  
6 career-retired members of the United States military.

7 3. Unlike a payday loan (where a single balloon payment is typically due in less than  
8 30 days and, if not repaid, the entire balance of the loan is refinanced), Pioneer Services offers  
9 installment loans that are fully amortized and repaid in manageable monthly installments made up  
10 of both principal and interest.

11 4. Because plaintiff is not, nor has he ever been, a member of the United States  
12 military, Pioneer Services did not (nor would it) buy a lead to make him a loan.

13 5. Pioneer Services did not control the content of the complained-of text messages,  
14 nor did Pioneer Services contribute to that content.

15 6. Pioneer Services did not control the distribution of the text messages.

16 7. Pioneer Services did not know of the text message campaign or AC Referral  
17 Systems LLC until this lawsuit.

18 8. Pioneer Services and AC Referral had no relationship, no communication(s), and  
19 no oral or written agreement(s) with one and other.

20 9. Pioneer Services did not know of 360 Data Management, LLC or Identity  
21 Defender, Inc. (both companies formerly owned and controlled by Michael Ferry, and referred to  
22 as "360 Data") before this lawsuit.

23 10. Pioneer Services and 360 Data had no relationship, no communication(s), and no  
24 oral or written agreement(s) with one and other.

25  
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27  
28 **Decl. of Jodi Vickery**

**Case No. 12-cv-00528-APG (PAL)**

1 11. Pioneer Services provided zero loans to any lead generated by ClickMedia and  
2 sold through LeadPile LLC ever – regardless of time period.

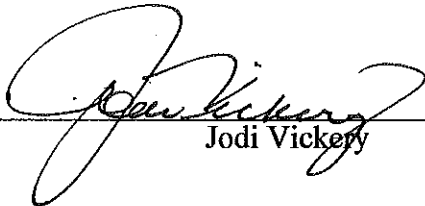
3 12. Pioneer Services purchased no lead generated by ClickMedia and sold through  
4 LeadPile during the class period.

5 13. Pioneer Services processed no loan application from a lead generated by  
6 ClickMedia and sold through LeadPile during the class period.

7 14. Pioneer Services generated no loans from a lead generated by ClickMedia and sold  
8 through LeadPile during the class period.

9 I declare under penalty of perjury that the foregoing is true and correct.

10 Executed on October 24, 2014.

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15 Jodi Vickery